

CONSERVATION EASEMENT DEED

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We, Frederic C. Hatch and Margaret W. Hatch of 24 Labombard Road, City of Lebanon, County of Grafton, State of New Hampshire, (hereinafter sometimes referred to as the "Grantor" which word where the context requires includes the plural and shall, unless the context clearly indicates otherwise, include the Grantor's legal representatives, executors, administrators, devisees, heirs and/or assigns), for consideration paid, grant to the UPPER VALLEY LAND TRUST INC., a corporation duly organized and existing for the public benefit, consistent with New Hampshire R.S.A. 477: 46, with its principal place of business at Montshire Road, Norwich, Vermont, being a publicly and/or privately supported corporation, contributions to which are deductible for federal income tax purposes pursuant to Section 501(c)(3) of the U. S. Internal Revenue Code (hereafter sometimes referred to as the "Grantee" which word shall, unless the context clearly indicates otherwise, include the Grantee's successors and/or assigns), with WARRANTY covenants, in perpetuity, the following described conservation easements on land in the Town of Lebanon, State of New Hampshire pursuant to R.S.A. 477:45-47 exclusively for conservation and/or preservation purposes, namely:

- Plan # 7798
1. To assure the Property will be retained forever in its undeveloped, scenic and open space condition and to prevent any use of the Property that will significantly impair or interfere with the conservation values of the Property; and
 2. To conserve a viable, productive woodlot and the economic, ecological and scenic values associated with it;
 3. To protect the habitat of upland gamebirds, songbirds and mammals associated with woodland habitats, and;
 4. To preserve open spaces, particularly the productive farm and forest land, of which the land area subject to this Conservation Easement granted hereby consists, for the scenic enjoyment of the general public and consistent with the clearly delineated City of Lebanon conservation policy of protecting farm and forestlands as stated in the 1984 Master Plan; and with New Hampshire RSA Chapter 79-A which states: "It is hereby declared to be in the public interest to encourage the preservation of open space in the state by providing a healthy and attractive outdoor environment for work and recreation of the state's citizens, by maintaining the character of the state's landscape, and by conserving land, water, forest and wildlife resources," to yield a significant benefit in connection therewith;

all consistent with and in accordance with the U.S. Internal Revenue Code, with respect to that certain parcel of land (herein referred to as the "Property") being unimproved land situated in the Town of Lebanon, County of Grafton, the State of New Hampshire, more particularly bounded and described as set forth in Appendix A attached hereto and made a part hereof.

The Property possesses unique and significant qualities of public benefit. It consists of 47.6 acres of managed woodland and includes productive agricultural and forestry soils. The Property provides habitat for upland

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gamebirds, songbirds, bear, fisher, mink and other mammals associated with woodland habitats. The Property is visible from Route 120 and Interstate 89. The Property is a valuable asset to the town as open space land.

1. USE LIMITATIONS

The conservation easements and restrictions hereby granted with respect to the subject Property are as follows:

A. The Property shall be maintained in perpetuity as open space without there being conducted thereon any residential, industrial or commercial activities, except agriculture and forestry as described below, and provided that the productive capacity of the Property to produce agricultural and/or forest crops shall not be degraded by on-site activities and that such activities will not cause significant pollution of surface or subsurface waters or soil erosion.

i. For the purposes hereof "agriculture" and "forestry" shall include agriculture, animal husbandry, floriculture and horticultural activities; the production of plant and animal products for domestic or commercial purposes, for example, the growing and stocking of Christmas trees or forest trees of any size capable of producing timber and other wood products; and the cutting and sale of timber and other wood products not detrimental to the purposes of this Easement.

ii. The forestry and agricultural activities on the Property shall be performed to the extent possible in accordance with a coordinated management plan for the sites and soils of the Property approved by the Grantee (hereinafter the "Management Plan."). Forestry and management activities shall be in accordance with the current scientifically based practices recommended by the U. S. Cooperative Extension Service, U. S. Soil Conservation Service, or other private or government natural resource conservation and management agencies then active. Said Management Plan shall be submitted to the Grantee for review and approval at least every five years.

iii. These activities shall not materially impair the scenic quality of the Property as viewed from Route 120 and Interstate 89.

B. The Property shall not be subdivided without the prior written approval of the Grantee.

C. No dwelling, tennis court, swimming pool, dock, aircraft landing strip, tower, or mobile home, shall be constructed, placed or introduced onto the Property. Ancillary structures or improvements such as a road, dam, fence, trail, bridge, culvert, barn, maple sugar house, or shed may only be constructed, placed or introduced onto the Property after the prior notification of the Grantee, and in accordance with the Management Plan. Fences for the purpose of securing the Property are allowed.

i. Such structures or improvements shall be sited to have minimal impact upon: the conservation values of the Property; the scenic views of and from the Property as viewed from public roads, trails and waters; the historic and archeological values; and forestry and agricultural production on the

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Property.

D. No removal, filling, or other disturbances of the soil surface, nor any changes in topography, surface or subsurface water systems, wetlands, or natural habitat shall be allowed unless such activities:

i. Are commonly necessary in the accomplishment of the agricultural, forestry, habitat management, conservation or non-commercial outdoor recreational uses of the Property; and consistent with the Management Plan,

ii. Do not harm state or federally recognized rare or endangered species, such determination of harm to be based upon information from the New Hampshire Natural Heritage Inventory, or the agency then recognized by the State of New Hampshire as having responsibility for identification and/or conservation of such species; and

iii. Are not detrimental to the purposes of this Easement; and

iv. All necessary federal, state and local permits and approvals are secured.

Notwithstanding the provisions of i., ii., iii. and iv. above, ponds, reservoirs and other impoundments shall be permitted only with the prior written approval of the Grantee.

E. No outdoor advertising structures such as signs and billboards shall be displayed on the Property except as needed for the agricultural, forestry, conservation or recreational uses of the Property provided the purposes of this Easement are not compromised.

F. There shall be no mining, quarrying, excavation or removal of rocks, minerals, gravel, sand, topsoil, or other similar materials on the Property, except as may be required in connection with any improvement made pursuant to the provisions of paragraphs A, C, D, or E, above. Furthermore, under no circumstances shall rocks, minerals, gravel, sand, topsoil, or other similar materials be removed from the Property.

G. There shall be no placement, collection or storage of trash, human waste, or any environmentally hazardous material on the Property except at such locations, if any, and in such a manner as shall be approved in advance in writing by the Grantee.

2. RESERVED RIGHTS

A. The right to maintain and repair the existing driveway and utilities crossing the protected property and serving the Grantor's residence and ancillary structures that are located in a 3 (three) acre unrestricted area shown on a plan entitled "Conservation Easement Plan for Frederic and Margaret Hatch, Labombard Road, Lebanon, NH, December 14, 1992, Proj. No. 378092."

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3. AFFIRMATIVE RIGHTS OF GRANTEE

A. The Grantee shall have reasonable access to the Property and all of its parts for such inspection as is necessary to maintain boundaries, to determine compliance and to enforce the terms of this Conservation Easement Deed and exercise the rights conveyed hereby and fulfill the responsibilities and carry out the duties assumed by the acceptance of this Conservation Easement Deed.

4. ADDITIONAL EASEMENT

A. Should the Grantor determine that the purposes of this Easement could be accomplished better by additional easements or restrictions, the Grantor may execute an additional instrument to this effect, provided that the conservation and/or preservation purposes of this Easement are not diminished thereby and, further, that a qualified conservation organization or public body pursuant to New Hampshire R.S.A. 477: 46 accepts and records the additional easements or restrictions.

5. NOTIFICATION OF TRANSFER OF TITLE, TAXES, MAINTENANCE OF PROPERTY

A. Grantor agrees to notify the Grantee, its successors or assigns, in writing, within ten (10) days of the transfer of title of the Property to a new owner.

B. Grantee shall be under no obligation to maintain the Property or to pay any taxes or assessments thereon.

6. BENEFITS, BURDENS AND ACCESS

A. The burden of the easements and restrictions conveyed hereby shall run with the Property and shall be enforceable against all future owners and tenants in perpetuity; the benefits of said easements and restrictions shall not be appurtenant to any particular parcel of land but shall be in gross and assignable or transferable only to the State of New Hampshire, the U. S. government or any subdivision of either of them, consistently with Section 170(c)(1) of the U.S. Internal Revenue Code, as amended, which government unit has among its purposes the conservation and preservation of land and water areas and agrees to and is capable of enforcing the conservation purposes of this easement, or to any qualified organization within the meaning of Section 107(h)(3) of said Code, which organization has among its purposes the conservation and preservation of land and water areas, and agrees to and is capable of enforcing the conservation purposes of this easement. Any such assignee or transferee shall have like power of assignment or transfer.

7. BREACH OF EASEMENTS OR RESTRICTIONS

A. When a breach of this Easement comes to the attention of the Grantee, it shall notify the then owner (Grantor) of the Property in writing of such breach, delivered by hand or by certified mail, return receipt requested.

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B. Said Owner shall have thirty (30) days after receipt of such notice to undertake those actions, including restoration, which are reasonably calculated to swiftly cure the conditions constituting said breach and to notify the Grantee thereof.

C. If said Owner fails to take such curative action, the Grantee, its successors or assigns, may undertake any actions that are reasonably necessary to cure such breach, and the costs thereof, including the Grantee's expenses, including staff time incurred in investigating the non-compliance and in securing its correction, court costs, and legal fees shall be paid by the said Owner, provided the said Owner is determined to be directly or indirectly responsible for the breach.

8. CONDEMNATION

A. Whenever all or part of the Property is taken in exercise of eminent domain by public, corporate or other authority so as to abrogate in whole or in part this Easement, the Grantor and Grantee shall thereupon act jointly to recover the full damages resulting from such taking with all incidental or direct damages and expenses incurred by them thereby to be paid out of the damages recovered.

B. The balance of the damages recovered shall be divided between the Grantor and Grantee in proportion to the fair market value of their respective interests in that part of the Property condemned as valued at the time of the condemnation. For this purpose, the Grantee's interest shall be the amount by which the fair market value of the Property immediately prior to the execution of this Conservation Easement Deed is reduced by the use limitations imposed hereby. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

9. ARBITRATION OF DISPUTES

A. Any dispute arising from this Easement shall be submitted to a Board of Arbitrators in accordance with R.S.A. 542.

B. The Board of Arbitrators shall consist of three members chosen as follows: The Grantor and the Grantee each shall choose a member and the members so chosen shall choose the third member.

C. A decision with respect to any such dispute by two of the three arbitrators shall be binding upon the parties and shall be enforceable as part of this Easement.

By accepting and recording this Easement for itself, its successors and assigns the Grantee agrees to be bound by the provisions hereof and to assume the rights and responsibilities herein provided for and incumbent upon the Grantee, all in furtherance of the conservation and/or preservation purposes for which this Easement is delivered.

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IN WITNESS WHEREOF, I have hereunto set my hand this
23 day of DEC., 1993.

Frederic C. Hatch
Frederic C. Hatch

Margaret H. Ullrich
Witness

Margaret W. Hatch
Margaret W. Hatch

Margaret H. Ullrich
Witness

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON, ss.

Personally appeared Frederic C. Hatch who acknowledged the foregoing to
be his voluntary act and deed.

Before me,

Justice of the Peace/~~Notary Public~~

Margaret H. Ullrich

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON, ss.

Personally appeared Margaret W. Hatch who acknowledged the foregoing to
be her voluntary act and deed.

Before me,

Justice of the Peace/~~Notary Public~~

Margaret H. Ullrich

ACCEPTED BY Upper Valley Land Trust, Inc.

Timothy O. Traver
Timothy O. Traver

Margaret H. Ullrich
Witness

STATE OF NEW HAMPSHIRE
COUNTY OF GRAFTON, ss.

Personally appeared Timothy O. Traver who acknowledged the foregoing to be his
voluntary act and deed.

Before me,

Justice of the Peace/Notary Public

Margaret H. Ullrich

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APPENDIX A
Description of the Protected Property

A certain tract of land situated on the east side of Labombard Road in the City of Lebanon, County of Grafton, State of New Hampshire, and including a portion of that parcel described in a deed from Kathrene B. Hatch to Frederic C. Hatch and Margaret W. Hatch dated June 22, 1977 and recorded at the Grafton County Registry of Deeds, Book 1314, Page 291, and including that parcel described in a deed from Gerard Chaloux and Gloria B. Chaloux to Frederic C. Hatch and Margaret W. Hatch dated June 22, 1977 and recorded at the Grafton County Registry of Deeds, Book 1314, Page 295;

and being that property shown as "Conservation Easement Area" on a plan entitled "Conservation Easement Plan for Frederic and Margaret Hatch, Labombard Road, Lebanon, NH, December 14, 1992, Proj. No. 378092," by T & M Associates, Inc. of Lebanon, NH; and more particularly described as,

Beginning at a drill hole on the easterly side of Labombard Road, at the southerly boundary of land now or formerly of Richard Gagnon;

Thence South 71° 46' 30" East a distance of 20.0 feet to an iron pin;

Thence turning and running North 18° 13' 30" East a distance of 387.5 feet, partially following a wood fence, to an iron pin;

Thence turning and running South 87° 26' 0" East a distance of 300.4 feet along a blazed line to an iron pin;

Thence turning and running North 00° 00' 30" West a distance of 903.4 feet partially following a blazed line to an iron pin;

Thence turning and running South 72° 02' 30" East a distance of 1983.2 feet partially following a wooden fence along the southern boundary of property now or formerly of Dartmouth College Trustees, to an iron pin;

Thence turning and running South 17° 59' 30" West a distance of 1040.2 feet following a wooden fence along the easterly boundary of property now or formerly of Fleurette Day, to an iron pin at the corner of a scattered wall and fence;

Thence turning and running North 71° 41' 30" West a distance of 1362.2 feet following a stone wall and wooden fence along the northerly boundary of property now or formerly of the Benevolent and Protective Order of Elks - Lodge 2009 to an iron pin;

Thence turning and running South 16° 00' 00" West a distance of 429.1 feet along a scattered wall and fence to an iron pin;

Thence turning and running North 78° 18' 30" West a distance of 100.3 feet along a scattered wall and fence to an iron pin;

Thence turning and running North 16° 00' 00" East a distance of 414.25 feet to an iron pin;

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Thence turning and running North 74° 26' 30" West a distance of 325.0 feet to an iron pin;

Thence turning and running South 16° 00' 00" West a distance of 399.7 feet to an iron pin;

Thence turning and running North 72° 34' 30" West a distance of 218.8 feet along a wooden fence to a drill hole;

Thence North 71° 46' 30" West a distance of 20.0 feet to the easterly side of Labombard Road;

Thence in a northerly direction along the easterly side of Labombard Road to the point of beginning.

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GRAFTON COUNTY
REGISTRY OF DEEDS

STATE OF NEW HAMPSHIRE			
DEPARTMENT OF REVENUE ADMINISTRATION			REAL ESTATE TRANSFER TAX
THOUSAND			HUNDRED AND 40 DOLLARS
MO.	DAY	YR.	AMOUNT
12	29	93	\$ 40.00
118203			
VOID IF ALTERED			

EXAMINED, ATTEST *Carol A. Elliott*
GRAFTON COUNTY REGISTRY OF DEEDS